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For The Northern Mariana Islands
By _____
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Attorney for Defendant Masayuki Isoda

IN THE UNITED STATES DISTRICT COURT
FOR THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

PEDRO R. DELEON GUERRERO,

Plaintiff,

vs.

MASAYUKI ISODA, aka,

MIKE ISODA,

Defendant.

Civil Action No. 04-0033

**REPLY MEMORANDUM IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT**

Date: November 10, 2005
Time: 9:00 a.m.
Judge: Munson

Masayuki Isoda raises one issue with respect to the Opposition and Declaration filed by Pedro R. Deleon Guerrero.

In his Statement of Facts at 5, ¶ 2, and his Declaration, ¶ 17, Mr. Guerrero seeks to change the terms of the integrated Lease Agreement to add the term that Mr. Isoda “would promptly and actively market” the land. *See* Lease Agreement, ¶ 29. That is not permitted under substantive law and cannot be used to create a disputed issue of fact.

Declaring “it was intended,” is not a permissible means of altering the terms of an integrated agreement. If the Lease is an integrated document, “there is no reason to go outside the four corners to look at the intent of the parties.” *Mi Sook Seol v. Saipan Honeymoon Corp.*, 1999 MP 9 ¶12, 5 N.M.I. 238, 240 (1999). Parol evidence may not

1 be used to change the terms of the Lease. *See Rosario v. Camacho*, 2001 MP 3 ¶ 68
2 (“The parol evidence rule is a rule of substantive law which excludes evidence of prior or
3 contemporaneous agreements or negotiations to change or modify the terms of a binding
4 integrated agreement”).

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6 Further, Mr. Guerrero does not declare who “intended” what, whether the
7 intention was shared orally, whether others shared the amorphous intentions declared,
8 and how he personally knew of the alleged intent. Inadmissible evidence does not suffice
9 for a Rule 56 motion affidavit. *Friedel v. City of Madison*, 832 F.2d 965, 970 (7th
10 Cir.1987) (On a motion for summary judgment, a court must not consider those parts of
11 an affidavit that are insufficient under Rule 56(e)).

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13 Respectfully submitted this November 1, 2005.

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15 By: 

16 RICHARD W. PIERCE

17 Attorney for Masayuki Isoda
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